

1 Tina Wolfson, SBN 174806  
2 [twolfson@ahdootwolfson.com](mailto:twolfson@ahdootwolfson.com)  
3 Alex R. Straus, SBN 321366  
4 [astraus@ahdootwolfson.com](mailto:astraus@ahdootwolfson.com)  
5 AHDOOT & WOLFSON, PC  
6 10728 Lindbrook Drive  
7 Los Angeles, CA 90024  
8 Tel: 310-474-9111; Fax: 310-474-8585

9  
10 *Counsel for Plaintiff, Austin Dickey,*  
11 *individually and on behalf of all others*  
12 *similarly situated*

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

AUSTIN DICKEY, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

TICKETMASTER, LLC, a Virginia  
Corporation; LIVE NATION  
ENTERTAINMENT, INC., a Delaware  
Corporation,

Defendants.

Case No. 18-cv-9052

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

Plaintiff AUSTIN DICKEY brings this action on behalf of herself and all others similarly situated against TICKETMASTER L.L.C. and LIVE NATION ENTERTAINMENT, INC. (collectively, “Defendants”). Plaintiff’s general allegations against Defendants are based upon information and belief and upon investigation by counsel for Plaintiff. Allegations specifically pertaining to Plaintiff are based upon her personal knowledge.

**I. INTRODUCTION**

1. Defendant Live Nation Entertainment, Inc. (“Live Nation”) is the largest live entertainment company in the world, boasting revenue of \$10.4 billion

1 in 2017, \$1.8 billion in cash, and \$3.2 billion in total assets as of December 31,  
 2 2017.<sup>1</sup> The CEO of Live Nation, Michael Rapino (“Rapino”), made \$70.6 million  
 3 in compensation during 2017.<sup>2</sup> Defendant Ticketmaster, Inc. (“Ticketmaster”) is a  
 4 wholly owned subsidiary of Live Nation and claims to be the world’s largest ticket  
 5 marketplace with more than 500 million annual ticket sales.<sup>3</sup>

6 2. Ticketmaster’s business model is premised on the myriad fees charged  
 7 on each ticket sold, including: (1) a facility charge; (2) a convenience charge; (3)  
 8 an order processing fee; (4) a ticket printing fee; and (5) a faculty fee. In total, the  
 9 additional fees charged by Ticketmaster are typically \$17.30 on a \$30 ticket.<sup>4</sup> This  
 10 amounts to a 57% increase on the price of every ticket, the overwhelming majority  
 11 of which goes directly to Ticketmaster and/or Live Nation.

12 3. The CEO of Live Nation, Rapino, described the fees Ticketmaster  
 13 charges on each ticket as “not defensible” in internal emails the company fought  
 14 in court to keep secret.<sup>5</sup>

15 4. Ticketmaster provides a platform to sells tickets to at face value, plus  
 16 its various fees and charges, to the public (“primary ticket marketplace”).  
 17 Ticketmaster also provides platforms for those tickets to be resold, with additional  
 18 fees and charges, in what Ticketmaster deceptively describes as fan-to-fan  
 19 transactions (“secondary ticket marketplace”).

20 5. In many instances Ticketmaster also takes a percentage of the original  
 21 face values price “for its services” from the artists. It is a phenomenally profitable  
 22 business because all these fees are lawfully charged to Ticketmaster’s customers.

---

23  
 24 <sup>1</sup><https://www.billboard.com/articles/business/8221386/live-nation-104-billion-record-revenue-2017-q4-earnings-drop-report>

25 <sup>2</sup><https://newrepublic.com/article/148419/ticket-monopoly-worse-ever-thanks-obama>

26 <sup>3</sup><https://business.ticketmaster.com/our-story/>

27 <sup>4</sup>[http://latimesblogs.latimes.com/music\\_blog/2010/08/ticketmaster-a-new-era-of-transparency-or-smoke-mirrors-.html](http://latimesblogs.latimes.com/music_blog/2010/08/ticketmaster-a-new-era-of-transparency-or-smoke-mirrors-.html)

28 <sup>5</sup>*Id.*

1           6.     In addition to the exorbitant lawful fees Ticketmaster charges for each  
2 ticket sold, Defendants have concocted an elaborate and unlawful scheme to  
3 dramatically increase their profits at the direct financial and emotional expense of  
4 their customers.

5           7.     In September 2018, the Toronto Star published a scathing exposé  
6 based on undercover investigations by its reporters which revealed that  
7 Ticketmaster is intentionally undermining its own business purpose in order to reap  
8 huge profits reselling the same tickets on its secondary ticket market.

9           8.     First, Ticketmaster enables professional ticket re-sellers (“scalpers” or  
10 “ticket resellers”) to purchase large quantities of face value tickets before  
11 individual fans can access those tickets, using fictitious accounts and/or bypassing  
12 Ticketmaster’s per-person ticket purchasing limits. Then, in order to facilitate the  
13 re-selling of its tickets by scalpers on its secondary ticket marketplace,  
14 Ticketmaster created a web-based inventory-management system so those scalpers  
15 can upload large quantities of tickets purchased from Ticketmaster and  
16 immediately list them again for resale on Ticketmaster’s secondary marketplace  
17 where Ticketmaster often profits even more than it did on the original sale. Next,  
18 Ticketmaster created a multi-tiered scalper rewards program with financial  
19 incentives to reach \$500,000 or \$1 million in annual sales, bonuses for increasing  
20 year-to-year sales, and other financial incentives to violate California law and  
21 unjustly enrich Ticketmaster. Lastly, Ticketmaster has established one of the  
22 largest secondary ticket marketplaces in order to reap huge profits when the  
23 scalpers it supplies, encourages, and incentivizes sell real fans event tickets at  
24 enormous increases over the face value ticket price, plus all of Ticketmaster’s fees  
25 on both the original primary ticket market purchase as well as the fees  
26 Ticketmaster charges on the secondary ticket marketplace sales.

27       **II. PARTIES**

28           8.     Plaintiff Austin Dickey is a resident of San Diego, California. Plaintiff

1 purchased tickets, originally sold by Ticketmaster, on the secondary market,  
2 specifically at [www.ticketmaster.com/verified](http://www.ticketmaster.com/verified).

3 9. Ticketmaster L.L.C., is a Virginia corporation headquartered in  
4 Beverly Hills, California. Ticketmaster is the live-event ticket sales and  
5 distribution subsidiary of Live Nation Entertainment, Inc.

6 10. Live Nation Entertainment, Inc., is a Delaware corporation  
7 headquartered in Beverly Hills, California.

### 8 **III. JURISDICTION AND VENUE**

9 11. This Court has diversity jurisdiction over this action pursuant to 28  
10 U.S.C. § 1332(d), because the amount in controversy for the Class exceeds  
11 \$5,000,000, and the Class includes members who are citizens of a different state  
12 than defendant.

13 12. This Court has personal jurisdiction over Defendants because their  
14 principal places of business are located in California.

15 13. Venue is proper in this Court under 28 U.S.C. § 1391(b), because  
16 Defendants sell tickets throughout the State of California, including in this judicial  
17 district.

### 18 **IV. FACTUAL ALLEGATIONS**

19 14. The reselling of tickets is a \$5 billion industry in the United States.

20 15. Ticketmaster, the world's largest primary market ticket seller, is also  
21 one of the biggest players in the secondary ticket marketplace.

22 16. Ticketmaster operates at least three secondary ticket marketplace  
23 platforms: (1) [Ticketmaster.com/verified](http://Ticketmaster.com/verified); (2) [Ticketexchangebyticketmaster.com](http://Ticketexchangebyticketmaster.com);  
24 and (3) [Ticketsnow.com](http://Ticketsnow.com).

25 17. Ticketmaster has every financial incentive to sell tickets to people  
26 who will resell those tickets on Ticketmaster's secondary exchange, as opposed to  
27 selling each ticket one time to a fan who intends to use that ticket to experience a  
28 concert of other live event.

1           18.     Ticketmaster more than doubles its profits if the same ticket can be  
2 sold twice; once from Ticketmaster on its primary ticket marketplace, with an  
3 estimated 57% markup in fees, and again from Ticketmaster on its secondary  
4 marketplace, where the markup is often higher.

5           19.     For many events sold through Ticketmaster, the terms of purchase  
6 limit resale to Ticketmaster's own resale exchanges.

7           20.     Ticketmaster's primary ticket marketplace explicitly represents to its  
8 customers and the public that it: (1) "specifically prohibits re-sellers from  
9 purchasing tickets that exceed the posted ticket limit for an event;" and (2)  
10 "prohibits the creation of fictitious user accounts for the purpose of circumventing  
11 ticket limit detection in order to amass tickets intended for resale."

12           21.     However, according to a recent Toronto Star and Canadian  
13 Broadcasting Corporation investigation, Ticketmaster specifically aided resellers  
14 purchasing tickets in excess of the posted ticket limit and facilitated the use of  
15 fictitious user accounts for the purpose of circumventing ticket limit detection in  
16 order to amass tickets intended for resale.<sup>6</sup>

17           22.     Ticketmaster also created TradeDesk, a custom-designed and web-  
18 based inventory management, and point-of-sale system "built expressly for  
19 professional resellers" which allows scalpers to 'sync' hundreds of  
20 Ticketmaster.com accounts and instantly upload purchased event seats onto  
21 secondary ticket marketplace websites, including giving preferential treatment o  
22 professional resellers who sell tickets on Ticketmaster's secondary ticket  
23 marketplace platforms.<sup>7</sup>

24 <sup>6</sup>[https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-](https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html)  
25 [ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html](https://www.thestar.com/news/investigations/2018/09/19/we-went-undercover-as-ticket-scalpers-and-ticketmaster-offered-to-help-us-do-business.html);  
26 [https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)  
[recruits-pros-for-secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)

27 <sup>7</sup>[https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-](https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html)  
28 [Handbook-1-1.html](https://www.documentcloud.org/documents/4901430-TMR-Professional-Reseller-Handbook-1-1.html) ("Professional Reseller Handbook"), at 8.

1           23.     Ticketmaster also created “Transfer” which is a TradeDesk feature  
2 that lets scalpers move any verified Ticketmaster ticket from one account to  
3 another.<sup>8</sup>

4           24.     Upon information and belief, Ticketmaster provided automated  
5 programs to professional ticket resellers designed to help purchase tickets from  
6 Ticketmaster and immediately post those tickets to Ticketmaster’s own secondary  
7 exchange for resale, evidencing Ticketmaster’s use of its overwhelming primary  
8 ticket exchange market power to control the secondary ticket market as well.

9           25.     Ticketmaster anti-competitive practices leverage its primary ticket  
10 exchange power to manipulate the secondary ticket exchange by expediting the  
11 issuance of final tickets with bar codes when tickets purchased on Ticketmaster’s  
12 primary exchange are offered for resale on Ticketmaster’s secondary exchange,  
13 and offering a significantly slower process when tickets are offered for resale on  
14 any other exchange.

15           26.     Upon information and belief, Ticketmaster also punishes professional  
16 resellers who do not resell Ticketmaster’s tickets on Ticketmaster’s secondary  
17 exchange. Ticketmaster is believed to selectively assert legal and contractual rights  
18 and claims against resellers who do not use Ticketmaster’s reselling platforms in  
19 order to gain control of the secondary ticket market.

20           27.     In other words, Ticketmaster makes it extremely easy and efficient  
21 for professional resellers to integrate hundreds of Ticketmaster accounts for  
22 purchase and resale – but only if those resales are on Ticketmaster’s secondary  
23 exchange. If a professional reseller buying tickets from Ticketmaster sells those  
24 tickets on a non-Ticketmaster secondary exchange that reseller, upon information  
25 and belief, is far more likely to have the ticket limit rules enforced. Ticketmaster’s  
26 overwhelmingly dominant market share of the primary ticket exchange means that  
27 a sanction or banishment from Ticketmaster is disastrous for any professional

28 \_\_\_\_\_  
<sup>8</sup>*Id.*, p. 9.

1 reseller and this forces the reseller's interests to be directly in line with  
 2 Ticketmaster's interests. This selective enforcement is a powerful market  
 3 manipulating tool powered by Ticketmaster's market power.

4 28. Ticketmaster also incentivizes scalpers to purchase tickets in bulk  
 5 through a series of rewards program with financial incentives, including a  
 6 reduction in resell fees for \$500,000 or \$1 million in annual sales. There are also  
 7 bonuses for increasing year-to-year sales and other financial incentives. The  
 8 explicit representation to the public that Ticketmaster "prohibits re-sellers from  
 9 purchasing tickets that exceed the posted ticket limit for an event" is contrary to the  
 10 facts.

11 29. According to the Toronto Star investigation, Ticketmaster  
 12 representatives, unaware they were speaking to undercover reporters, admitted to  
 13 knowing that scalpers have "literally a couple hundred accounts" in order to buy in  
 14 bulk from Ticketmaster and that Ticketmaster was not concerned if professional re-  
 15 sellers are using automated software and fake identities to circumvent ticket-buying  
 16 limits.<sup>9</sup>

17 30. Ticketmaster representatives also admitted that its secondary ticket  
 18 marketplace platforms do not monitor or police users of its TradeDesk platform for  
 19 conduct in violations of Ticketmaster policies.<sup>10</sup> Ticketmaster representatives  
 20 further admitted that Ticketmaster's primary and secondary ticket marketplace  
 21 platforms do not communicate regarding abuses of Ticketmaster's primary ticket  
 22 market platform which directly benefit Ticketmaster's secondary ticket  
 23 marketplace platform: "We don't share reports, we don't share names, we don't  
 24 share account information with the primary site. Period."<sup>11</sup>

25 31. In other words, Ticketmaster knows that scalpers with hundreds of

26 <sup>9</sup>[https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)  
 27 [recruits-pros-for-secret-scalper-program-1.4828535](https://www.cbc.ca/news/business/a-public-relations-nightmare-ticketmaster-recruits-pros-for-secret-scalper-program-1.4828535)

28 <sup>10</sup>*Id.*

<sup>11</sup>*Id.*



1 ticket buying accounts – for the sole purpose of violating its policies – are using  
2 unlawful means to buy face value tickets from Ticketmaster and then using  
3 Ticketmaster’s TradeDesk and Transfer tools to instantly re-sell those tickets on  
4 Ticketmaster’s secondary ticket marketplace platforms at huge price increases to  
5 fans who did not use unlawful means and, thus, could not gain access to  
6 Ticketmaster’s original face value primary ticket market. Ticketmaster,  
7 meanwhile, is unlawfully profiting from both the primary and secondary ticket  
8 marketplace sales.

9 32. On September 21, 2018, U.S. Senators Jerry Moran (R-Kan.) and  
10 Richard Blumenthal (D-Conn.) sent a letter to Live Nation’s CEO regarding  
11 numerous allegations. Specifically, the Senators’ letter to Ticketmaster referenced  
12 reports that Ticketmaster:

13 recruits and employs professional ticket scalpers to circumvent the  
14 ticket purchasing limits on its own primary ticket sales platform  
15 in an effort to expand its ticket resale division and utilizes a  
16 professional reseller program called TradeDesk, which provides a  
17 web-based inventory for scalpers to effectively purchase large  
18 quantities of tickets from Ticketmaster’s primary ticket sales  
19 website and resell these tickets for higher prices on its own resale  
20 platform.

21 33. The Senators’ letter referred to allegations of “TradeDesk  
22 users moving up to several million tickets per year,” such that the alleged  
23 “harms to consumers made in this piece are serious and deserve immediate  
24 attention.

25 34. Based on the Senators’ “ongoing interest in protecting  
26 consumers from unfair and deceptive practices” and concern that  
27 Ticketmaster may have violated the *Better Online Ticket Sales(BOTS) Act*  
28 *of 2016*, they requested responses to the following questions:

- a. Describe the event ticket purchasing limits that Ticketmaster currently employs for sales on its primary ticket sales platform.



1 Additionally, how does the company identify computer  
2 programs used to circumvent these purchasing limits?

3 b. Do Ticketmaster's ticket purchasing limits and associated  
4 detection practices apply to users of its online program,  
5 TradeDesk? If not, please explain.

6 c. What are the specific rules and processes of compliance for  
7 participating TradeDesk users as it relates to ticket purchasing  
8 limits and other relevant consumer protection priorities? Please  
9 share any documents and guidance materials that are provided  
10 to TradeDesk users.

11 d. What role does Ticketmaster's Professional Reseller Handbook  
12 play in deterring its resellers from engaging in illegal ticket  
13 purchasing activities?

14 35. By coordinating with professional reseller and leveraging its  
15 domination of the Relevant Markets, Ticketmaster: (1) suppresses and prevents  
16 competition from other participants in the secondary ticket marketplace; (2)  
17 artificially manipulates supply and demand; (3) leverages its position in the  
18 primary market to extend itself into the secondary ticket marketplace; and (4)  
19 increases the prices of tickets for consumers on a massive scale.

20 36. This conduct unreasonably restrains trade in the market for tickets by  
21 artificially removing tickets from the primary market for sale at higher prices on  
22 the secondary market, thus denying consumers' access to tickets in the primary  
23 market and requiring their purchase at inflated prices in the secondary market.

24 37. By engaging in this anticompetitive conduct, Ticketmaster has  
25 generated billions of dollars of revenue for itself at the expense of consumers.  
26 Ticketmaster protects this revenue and its anticompetitive position by selectively  
27 enforcing its prohibition on automated technologies and fake accounts against  
28 resellers who do not participate in its scheme and who sell tickets on secondary  
exchanges not controlled by Ticketmaster.

1           38. Ticketmaster also uses its monopoly power in the primary ticket  
 2 market to improperly exclude competition in the secondary market by entering  
 3 onto contracts with ticket suppliers and venues that require purchasers in the  
 4 primary market to use only Ticketmaster exchanges for resale.

5           39. Plaintiff has been injured and has lost money and property as a result  
 6 of Ticketmaster's practices, and brings his claim for public injunctive relief to  
 7 prevent further harm to the public at large, which continues suffer harm as a result  
 8 of Ticketmaster's widespread unlawful activity. Plaintiff seeks preliminary and  
 9 permanent injunctions to prohibit the Ticketmaster's ongoing unlawful acts, which  
 10 threaten future deception of, and injury to, the public.

11           40. To the extent that Ticketmaster asserts that any waiver of class action  
 12 claims and/or enforcement of arbitration clause(s) are applicable to the allegations  
 13 contained in this Complaint, Plaintiff will show that such provisions should not be  
 14 enforceable upon Plaintiff as a result of Ticketmaster's non-compliance with its  
 15 own Terms of Use and/or are void as against public policy as a result of  
 16 Ticketmaster's fraudulent and/or or deceptive business practices to the detriment of  
 17 consumers and the public.

18           41. Plaintiff's claims are timely and facts indicating that Ticketmaster  
 19 was engaging in the misconduct alleged herein were actively concealed by  
 20 Ticketmaster.

21           42. Plaintiff, on behalf of herself and a nationwide Class, seeks  
 22 restitution, attorneys' fees, and costs of suit.

## 23       **V. RELEVANT MARKETS**

24           43. The following markets are relevant to this case:

- 25               a. All tickets to concerts and other live events throughout the United  
 26               States;
- 27               b. The narrower market for the resale of those tickets throughout the  
 28               United States.

1  
2 44. The markets for all tickets to concerts and other live events and the  
3 narrower market of all resale tickets are collectively referred to as the “Relevant  
4 Markets.”

5 **VI. CLASS ACTION ALLEGATIONS**

6 45. Under Rule 23 of the Federal Rules of Civil Procedure, plaintiff  
7 seeks certification of a class (“Class”) defined as follows:

8 All end-user purchasers in the United States who purchased tickets  
9 off a secondary ticket exchange wherein the tickets were first  
10 offered on Ticketmaster.com within the past three years from  
11 September 26, 2015 through September 26, 2018.

12 46. Excluded from the Class are Defendants; the officers, directors  
13 or employees of Defendants; any entity in which any Defendant has a  
14 controlling interest; and any affiliate, legal representative, heir or assign of  
15 Defendants. Also, excluded from the Class are any federal, state or local  
16 governmental entities, any judicial officer presiding over this action and the  
17 members of his/her immediate family and judicial staff, and any juror  
18 assigned to this action.

19 47. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class is so  
20 numerous that joinder of all members is unfeasible and not practicable. The  
21 exact number of Class members is not known to Plaintiff at the present  
22 time. However, based on the nature of the trade and commerce involved,  
23 there appear to be hundreds of thousands if not millions of Class members  
24 such that joinder of all Class members is impracticable.

25 48. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are  
26 questions of law and fact common to the Class, which predominate over any  
27 questions affecting only individual Class members. These common  
28 questions of law and fact include, without limitation:

- a. Whether Defendants permitted, facilitated, incentivized and/or encouraged the violations of its policies to increase resales on its secondary exchange causing Plaintiff and the class to pay artificially inflated prices;
- b. Whether such conduct violates the unlawful prong of section 17200;
- c. Whether such conduct violates the unfair prong of section 17200;
- d. Whether such conduct caused Defendants' unjust enrichment Class members' expense; and
- e. Whether restitution and/or injunctive relief should be provided to Class members as a result of Defendants' wrongful conduct.

49. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff asserts claims that are typical of the Class. Plaintiff and all Class members have been subjected to the same wrongful conduct because they all have purchased and paid more for Ticketmaster tickets on the secondary market after Ticketmaster secretly permitted, facilitated, and/or actively encouraged the violation of its policies and the sale of its tickets by scalpers on the secondary market using its TradeDesk platform.

50. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff is represented by counsel competent and experienced in both consumer protection and class action litigation.

51. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all the members of the Class is impracticable. Furthermore, the adjudication of this controversy

1 through a class action will avoid the possibility of inconsistent and  
 2 potentially conflicting adjudication of the asserted claims. In contrast, the  
 3 conduct of this action as a class action presents far fewer management  
 4 difficulties, conserves judicial resources and the parties' resources, and  
 5 protects the rights of each Class member. Furthermore, because the injury  
 6 suffered by each individual Class member may be relatively small, the  
 7 expense and burden of individual litigation would make it very difficult or  
 8 impossible for individual Class members to redress the wrongs done to each  
 9 of them individually and the burden imposed on the judicial system would  
 10 be enormous. There will be no difficulty in the management of this action  
 11 as a class action.

12 52. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2).  
 13 Defendant's misrepresentations are uniform as to all members of the Class.  
 14 Defendant has acted or refused to act on grounds that apply generally to the  
 15 Class, so that final injunctive relief or declaratory relief is appropriate with  
 16 respect to the Class as a whole.

17 53. The Class is defined by objective criteria, and notice can be  
 18 provided through techniques similar to those customarily used in other  
 19 consumer fraud cases and complex class actions, including use of  
 20 Defendants' records of sale by third parties using its TradeDesk platform.

## 21 **FIRST CAUSE OF ACTION**

### 22 **Violation of Cal. Bus. & Prof. Code § 17200**

23 54. Plaintiff realleges and incorporates by reference all paragraphs  
 24 alleged herein.

25 55. Plaintiff asserts this claim individually and on behalf of the  
 26 nationwide Class.

27 56. Application of California law is appropriate given Defendants'  
 28 headquarters are in California and key decisions regarding the TradeDesk platform

1 and related business practices described herein were presumably developed at their  
 2 in-state headquarters, such that the unfair business practices described herein  
 3 emanated from California.

4 57. Cal. Bus. & Prof. Code § 17200 prohibits unlawful and unfair  
 5 business acts and practices. Defendants have engaged in unlawful and unfair  
 6 business acts and practices in violation of the UCL as a result of the wrongful  
 7 conduct alleged herein.

8 58. Defendants have violated the unlawful prong of section 17200,  
 9 because the acts and practices set forth herein violate the *Better Online Ticket Sales*  
 10 (*BOTS*) Act of 2016, 15 U.S.C.A. §45c. The BOTS Act states in subsection (a) (1)  
 11 that it shall be unlawful for any person:

12 (A) to circumvent a security measure, access control system, or  
 13 other technological control or measure on an Internet website or  
 14 online service that is used by the ticket issuer to enforce posted  
 15 event ticket purchasing limits or to maintain the integrity of  
 posted online ticket purchasing order rules; or

16 (B) to sell or offer to sell any event ticket in interstate commerce  
 17 obtained in violation of subparagraph (A) if the person selling or  
 18 offering to sell the ticket either--

19 (i) participated directly in or had the ability to control the  
 20 conduct in violation of subparagraph (A); or

21 (ii) knew or should have known that the event ticket was  
 22 acquired in violation of subparagraph (A).

23 59. The BOTS Act also states in subsection (b) that any “violation of  
 24 subsection (a) shall be treated as a violation of a rule defining an unfair or a  
 25 deceptive act or practice under section 18 (a)(1)(B) of the Federal Trade  
 26 Commission Act (15 U.S.C. 57a(a)(1)(B)).” For this reason, Defendants also  
 27 violate the unfair prong of section 17200.  
 28

1           60. Defendants have violated the unfair prong of section 17200, because  
2 the acts and practices set forth herein offend established public policies supporting  
3 honesty and fair dealing in consumer transactions, as well as the policy against the  
4 “circumvention of control measures used by Internet ticket sellers to ensure  
5 equitable consumer access to tickets for any given event,” as set forth in the BOTS  
6 Act. Defendants’ conduct as described herein is also unethical, oppressive,  
7 unscrupulous and injurious to consumers. The harm that these acts and practices  
8 cause greatly outweighs any benefits associated with them. And consumers could  
9 not have reasonably avoided the harm because they did not know that Ticketmaster  
10 permitted, facilitated, and/or encouraged professional resellers, or scalpers, to  
11 violate its policies and sell its tickets on Ticketmaster’s secondary market.

12           61. Plaintiff has suffered injury in fact, including loss of money, as a  
13 result of Defendants’ unfair practices. Plaintiff and members of the Class were  
14 directly and proximately injured by Defendants’ conduct and lost money as a result  
15 of Defendants’ conduct, because they paid more for Ticketmaster tickets on the  
16 secondary market and/or paid a cut that went to Ticketmaster after it secretly  
17 permitted, facilitated, incentivized and/or actively encouraged the sale of its tickets  
18 by professional resellers on the secondary market using its TradeDesk platform.

19           62. All of the wrongful conduct alleged herein occurred, and continues to  
20 occur, in the conduct of Defendants’ business. Defendants’ wrongful conduct is  
21 part of a general practice that is still being perpetuated and repeated throughout the  
22 State of California and the nation.

23           63. Plaintiff requests that this Court enter such orders or judgments as  
24 may be necessary to enjoin Defendants from continuing their unfair business  
25 practices, to restore to Plaintiff and members of the Class the money that  
26 Defendants acquired from them by this unfair competition, and to provide such  
27 other relief as set forth below.

28           64. Plaintiff requests an award of attorneys’ fees under Cal. Civ. Proc.



Code § 1021.5 for the benefit conferred upon the general public by any injunctive or other relief entered herein.

**SECOND CAUSE OF ACTION**

**Violation of the California False Advertising Act**

**Business & Professions Code Section 17500, *et seq.***

65. Plaintiff re-alleges and incorporates by reference all paragraphs alleged herein.

66. Plaintiff asserts this claim on behalf of herself and the nationwide Class.

67. Through its marketing and advertising campaign, Defendants offered their services as both a primary ticket marketplace and secondary ticket marketplace platform for concerts and other live events throughout the United States, including California.

68. Defendants engaged in unfair, deceptive, untrue or misleading advertising related to their services as a primary ticket marketplace and as a secondary ticket marketplace platform.

69. Defendants disseminated or caused to be disseminated materially untrue and misleading advertising and/or marketing statements with the intent to either directly or indirectly induce members of the public, including Plaintiff and Class members, to purchase tickets to concerts and other live events through Ticketmaster's primary ticket marketplace and secondary ticket marketplace, including, but not limited to, the facts that it specifically prohibits re-sellers from purchasing tickets that exceed the posted ticket limit for an event and prohibits the creation of fictitious user accounts for the purpose of circumventing ticket limit detection in order to amass tickets intended for resale, when in fact Defendants engage in affirmative conduct to allow, facilitate, and encourage scalpers to violate these policies and prevent consumers from receiving the alleged benefits.

70. Defendants disseminated or caused to be disseminated advertising

1 and/or marketing which omitted material information at the time of sale, including,  
 2 but not limited to, the following:

- 3 a. Defendants allow, facilitate, and encourage scalpers to purchase  
 4 tickets that exceed the posted ticket limit for an event;
- 5 b. Defendants allow, facilitate, and encourage scalpers to create  
 6 fictitious user accounts for the purpose of circumventing ticket  
 7 limit detection in order to amass tickets intended for resale;
- 8 c. Defendants created the a custom-designed and web-based,  
 9 inventory management, sales and full point-of-sale system built  
 10 expressly for professional resellers which allows scalpers to ‘sync’  
 11 hundreds of Ticketmaster.com accounts and instantly upload  
 12 purchased event seats onto secondary ticket marketplace websites,  
 13 including Ticketmaster’s secondary ticket marketplace platforms;
- 14 d. Defendants created an online tool that lets scalpers move any  
 15 verified Ticketmaster ticket from one account to another in order to  
 16 facilitate, and encourage scalpers to create fictitious user accounts  
 17 for the purpose of circumventing ticket limit detection in order to  
 18 amass tickets intended for resale
- 19 e. Defendants incentivized scalpers to purchase tickets in bulk  
 20 through a series of rewards program with financial incentives;
- 21 f. Defendants selectively enforced its rules and policies in an effort to  
 22 control and manipulate the secondary ticket marketplace; and
- 23 g. Defendants profited from both the primary ticket market sales and  
 24 the secondary ticket marketplace Sales on its platforms.

25 71. The misrepresentations and concealed or undisclosed facts are  
 26 material. A reasonable person would have considered them to be important in  
 27 deciding whether to purchase tickets to concerts and other live events from  
 28 Defendants.

72. When Defendants disseminated the misleading statements and  
 material omissions described above, they knew, or by exercise of reasonable care

1 should have known, that their statements were untrue and misleading in violation  
2 of the Fair Advertising Law, California Business & Professional Code Section  
3 17500 *et seq.*

4 73. Plaintiff, on behalf of herself and all others similarly situated,  
5 demands judgment against Defendants for restitution, disgorgement, injunctive  
6 relief, relief, and all other relief afforded under Business & Professions Code  
7 section 17500, plus interest, attorneys' fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **Per Se Violation of Section 1 of the Sherman Act**

10 **15 U.S.C. § 1**

11 74. Plaintiff realleges and incorporates by reference all paragraphs alleged  
12 herein.

13 75. As alleged herein, Ticketmaster by and through its officers, directors,  
14 employees, or representatives, entered into and engaged in an unlawful contract,  
15 combination, and conspiracy in restraint of trade and commerce and to affect the  
16 price of articles in trade, and acted in a combination of capital, skills, and/or acts to  
17 increase the price of merchandise, in violation of the Sherman Act, 15 U.S.C. § 1.

18 76. Plaintiff and the members of the Class are proper entities to bring a  
19 case concerning this conduct.

20 77. Ticketmaster's conduct as alleged herein unreasonably restrains trade  
21 and inflates prices in one or more of the relevant markets in violation of the  
22 Sherman Act.

23 78. Defendants anticompetitive conduct includes, but is not limited to:  
24 (1) using monopoly power in the primary ticket market to improperly exclude  
25 competition in the secondary market by entering into contracts with ticket  
26 suppliers and venues that require purchasers in the primary market to use only  
27 Ticketmaster exchanges for resale; and (2) selectively enforcing its prohibition on  
28 automated technologies and fictitious accounts against resellers who do not

1 participate in its scheme and who sell tickets on secondary exchanges not  
2 controlled by Ticketmaster.

3 79. Plaintiff and the Class have suffered antitrust injury as a result of  
4 Ticketmaster's unlawful acts as herein alleged..

5 80. Ticketmaster's activities as alleged herein are per se violations of the  
6 Sherman Act.

7 81. Plaintiff seeks damages according to proof, which damages shall be  
8 automatically trebled pursuant to the Sherman Act.

9 82. Plaintiff seeks an injunction against further wrongful acts of  
10 Defendants pursuant to the Sherman Act.

11 83. Plaintiff is automatically entitled to reasonable attorney's fees  
12 pursuant to the Sherman Act.

13 84. Plaintiff is automatically entitled to his costs of suit pursuant to the  
14 Sherman Act.

#### 15 **FOURTH CAUSE OF ACTION**

##### 16 **Violation of Section 1 of the Sherman Act Under the Rule of Reason**

##### 17 **15 U.S.C. § 1**

18 85. Plaintiff realleges and incorporates by reference all paragraphs alleged  
19 herein.

20 86. As alleged herein, Ticketmaster by and through its officers, directors,  
21 employees, or representatives, entered into and engaged in an unlawful contract,  
22 combination, and conspiracy in restraint of trade and commerce and to affect the  
23 price of articles in trade, and acted in a combination of capital, skills, and/or acts to  
24 increase the price of merchandise, in violation of the Sherman Act, 15 U.S.C. § 1.

25 87. Plaintiff and the members of the Class are proper entities to bring a  
26 case concerning this conduct.

27 88. Ticketmaster's conduct as alleged herein unreasonably restrains trade  
28 and inflates prices in one or more of the relevant markets in violation of the

1 Sherman Act.

2 89. Defendants anticompetitive conduct includes, but is not limited to: (1)  
3 using monopoly power in the primary ticket market to improperly exclude  
4 competition in the secondary market by entering into contracts with ticket  
5 suppliers and venues that require purchasers in the primary market to use only  
6 Ticketmaster exchanges for resale; and (2) selectively enforcing its prohibition on  
7 automated technologies and fake accounts against resellers who do not participate  
8 in its scheme and who sell tickets on secondary exchanges not controlled by  
9 Ticketmaster.

10 90. Plaintiff and the Class have suffered antitrust injury as a result of  
11 Ticketmaster's unlawful acts as herein alleged.

12 91. Ticketmaster's activities as alleged herein are violations of the  
13 Sherman Act, under the rule of reason.

14 92. Plaintiff seeks damages according to proof, which damages shall be  
15 automatically trebled pursuant to the Sherman Act.

16 93. Plaintiff seeks an injunction against further wrongful acts of  
17 Defendants pursuant to the Sherman Act.

18 94. Plaintiff is automatically entitled to reasonable attorney's fees  
19 pursuant to the Sherman Act.

20 95. Plaintiff is automatically entitled to his costs of suit pursuant to the  
21 Sherman Act.

22 **FIFTH CAUSE OF ACTION**

23 **Violation of Section 2 of the Sherman Act: Unlawful Monopolization**

24 **15 U.S.C. § 2**

25 96. Plaintiff realleges and incorporates by reference all paragraphs alleged  
26 herein.

27 97. Through the conduct described herein, Ticketmaster has willfully  
28 acquired and maintained monopoly power in the Relevant Markets.

1           98. Defendants' conduct constitutes the intentional and unlawful  
2 maintenance of monopoly power in each of the Relevant Markets, in violation of  
3 Section 2 of the Sherman Act, 15 U.S.C. § 2.

4           99. For the purpose of maintaining its monopoly power, Defendants  
5 committed numerous acts, including, but not limited to:

- 6
- 7           a. Using its monopoly power in the Relevant Markets to exclude  
8 competition in the secondary market by entering onto contracts  
9 with ticket suppliers and venues that require purchasers in the  
10 primary market to use only Ticketmaster exchanges for resale; and
- 11           b. Selectively enforcing its prohibition on automated technologies  
12 and fictitious accounts against resellers who do not participate in  
13 its scheme and who sell tickets on secondary exchanges not  
14 controlled by Ticketmaster.

15           100. Defendants have excluded competitors from the Relevant Markets and  
16 have deprived consumers of the benefits of competition among suppliers of tickets  
17 to concerts and other live events.

18           101. Defendants do not have a legitimate business purpose for any of its  
19 anticompetitive conduct. Any claimed procompetitive benefit is pretextual in light  
20 of the obvious competitive circumstances and associated marketplace conduct  
21 inconsistent with any such benefit.

22           102. Defendants' conduct does not result in any greater ability to reduce  
23 costs to customers that could result in reduced prices, higher quality, or greater  
24 availability to customers. Neither does Defendants' conduct reduce barriers to  
25 other vendors' entry, or otherwise result in greater competition in the Relevant  
26 Markets. The only "benefit" that flows from Defendants' conduct is a reduction in  
27 competition, and that benefit inures only to Defendants' advantage, not to that of  
28 customers or competition on the merits.

103. Defendants' unlawful monopolization has injured competition in the Relevant Markets, suppressed sales of its competitors.

104. Defendants' overall course of conduct has and will continue to, inter alia, maintain supra-competitive prices to customers in the Relevant Markets.

### **SIXTH CAUSE OF ACTION**

#### **Violation of Section 2 of the Sherman Act: Attempted Monopolization**

##### **16 U.S.C. § 2**

105. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

106. Through the conduct described herein, Ticketmaster has willfully attempted to acquire and maintain monopoly power in the Relevant Markets.

107. Defendants' conduct constitutes the intentional and unlawful attempt to secured and maintain monopoly power in the Relevant Markets, in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2.

108. For the purpose of maintaining its monopoly power, Defendants committed numerous acts, including, but not limited to:

- a. Using its monopoly power in the primary ticket market to exclude competition in the secondary market by entering onto contracts with ticket suppliers and venues that require purchasers in the primary market to use only Ticketmaster exchanges for resale; and
- b. Selectively enforcing its prohibition on automated technologies and fictitious accounts against resellers who do not participate in its scheme and who sell tickets on secondary exchanges not controlled by Ticketmaster.

109. Defendants have attempted to exclude competitors from the Relevant Markets and have tried to deprive consumers of the benefits of competition among suppliers of tickets to concerts and other live events.

110. Defendants do not have a legitimate business purpose for any of its anticompetitive conduct. Any claimed procompetitive benefit is pretextual in light



1 of the obvious competitive circumstances and associated marketplace conduct  
2 inconsistent with any such benefit.

3 111. Defendants' conduct does not result in any greater ability to reduce  
4 costs to customers that could result in reduced prices, higher quality, or greater  
5 availability to customers. Neither does Defendants' conduct reduce barriers to  
6 other vendors' entry, or otherwise result in greater competition in the Relevant  
7 Markets. The only "benefit" that flows from Defendants' conduct is a reduction in  
8 competition, and that benefit inures only to Defendants' advantage, not to that of  
9 customers or competition on the merits.

10 112. Throughout the time Defendants engaged in this exclusionary  
11 conduct, it had a dangerous probability of succeeding in gaining a monopoly in and  
12 controlling each of the Relevant Markets and excluding its competitors.

13 113. Defendants' unlawful attempts to destroy competition in the Relevant  
14 Markets, suppressed sales of its competitors.

15 114. Defendants' overall course of conduct has and will continue to, inter  
16 alia, maintain supra-competitive prices to customers in each of the Relevant  
17 Markets.

18 **SEVENTH CAUSE OF ACTION**

19 **Per Se Violation of the Cartwright Act**

20 **California Business & Professions Code § 16720**

21 115. Plaintiff realleges and incorporates by reference all paragraphs alleged  
22 herein.

23 116. As alleged herein, Ticketmaster by and through its officers, directors,  
24 employees, agents, or representatives, entered into and engaged in an unlawful  
25 contract, combination, and conspiracy in restraint of trade and commerce and to  
26 affect the price of articles in trade, and acted in a combination of capital, skills,  
27 and/ or acts to increase the price of merchandise, in violation of the Cartwright  
28 Act, California Business and Professions Code§ 16720.

1 117. Plaintiff and the members of the Class are proper entities to bring a  
2 case concerning this conduct.

3 118. Ticketmaster's activities as alleged herein are per se violations of the  
4 Cartwright Act, California Business and Professions Code§ 16720.

5 119. Plaintiff and the Class have suffered antitrust injury and have been  
6 injured in their business and property as a result of Ticketmaster's unlawful acts as  
7 herein alleged.

8 120. Plaintiff seeks damages according to proof, which damages shall be  
9 automatically trebled pursuant to the Cartwright Act, California Business and  
10 Professions Code § 16750(a).

11 121. Plaintiff seeks an injunction against further wrongful acts of  
12 Ticketmaster pursuant to the Cartwright Act, California Business and Professions  
13 Code § 16750(a).

14 122. Plaintiff is automatically entitled to reasonable attorney's fees  
15 pursuant to the Cartwright Act, California Business and Professions Code§  
16 16750(a).

17 123. Plaintiff is automatically entitled to his costs of suit pursuant to the  
18 Cartwright Act, California Business and Professions Code§ 16750(a).

19 **EIGHTH CAUSE OF ACTION**  
20 **Violation of the Cartwright Act Under the Rule of Reason**  
21 **California Business & Professions Code § 16720**

22 124. Plaintiff realleges and incorporates by reference all paragraphs alleged  
23 herein.

24 125. As alleged herein, Ticketmaster by and through its officers, directors,  
25 employees, agents, or representatives, entered into and engaged in an unlawful  
26 contract, combination, and conspiracy in restraint of trade and commerce and to  
27 affect the price of articles in trade, and acted in a combination of capital, skills,  
28 and/or acts to increase the price of merchandise, in violation of the Cartwright Act,

1 California Business and Professions Code§ 16720.

2 126. Plaintiff and the members of the Class are proper entities to bring a  
3 case concerning this conduct.

4 127. Ticketmaster's conduct as alleged herein unreasonably restrains trade  
5 and inflates prices in one or more of the relevant markets in violation of the  
6 Cartwright Act, California Business and Professions Code§ 16720.

7 128. Plaintiff and the Class have suffered antitrust injury as a result of  
8 Ticketmaster's unlawful acts as herein alleged.

9 129. Plaintiff seeks damages according to proof, which damages shall be  
10 automatically trebled pursuant to the Cartwright Act, California Business and  
11 Professions Code § 16750(a).

12 130. Plaintiff seeks an injunction against further wrongful acts of  
13 Ticketmaster pursuant to the Cartwright Act, California Business and Professions  
14 Code § 16750(a).

15 131. Plaintiff is automatically entitled to reasonable attorney's fees  
16 pursuant to the Cartwright Act, California Business and Professions Code§  
17 16750(a).

18 132. Plaintiff is automatically entitled to his costs of suit pursuant to the  
19 Cartwright Act, California Business and Professions Code § 16750(a).

20 **NINTH CAUSE OF ACTION**

21 **Violation of the California Consumer Legal Remedies Act**

22 **California Civil Code Section 1750, *et seq.***

23 133. Plaintiff alleges and incorporates by reference all paragraphs alleged  
24 herein.

25 134. Plaintiff brings this cause of action on behalf of herself and on behalf  
26 of the Class members.

27 135. Plaintiff has standing to pursue this claim because she suffered injury  
28 in fact and lost money as a result of Defendants' actions. Specifically, Plaintiff

1 paid for live events ticket(s) for her own personal use. In doing so, she believed  
2 and relied upon the statements made by Defendants, including statements that  
3 Defendants specifically prohibits re-sellers from purchasing tickets that exceed the  
4 posted ticket limit for an event and prohibits the creation of fictitious user accounts  
5 for the purpose of circumventing ticket limit detection in order to amass tickets  
6 intended for resale.

7 136. The California Consumer Legal Remedies Act (“CLRA”) has  
8 adopted a comprehensive statutory scheme prohibiting various deceptive practices  
9 in connection with the conduct of a business providing goods, property, or services  
10 to consumers primarily for personal, family, or household purposes.

11 137. Defendants engaged in unfair methods of competition and unfair or  
12 deceptive acts or practices in a transaction with Plaintiff that resulted in the sale of  
13 tickets to Plaintiff and Plaintiff was harmed by Defendants’ conduct.

14 138. The transaction, policies, acts and practices engaged in by Defendants  
15 and alleged herein were intended to and did result in the sale of tickets to Plaintiff  
16 and Class members and violated the CLRA.

17 139. Defendants engaged in deceptive practices, in violation of CLRA,  
18 that were designed to induce Plaintiff and Class members to purchase the tickets to  
19 concerts and other live events.

20 140. Defendants' unfair or deceptive acts or practices occurred repeatedly  
21 in Defendants' trade or business.

22 141. In engaging in the foregoing unfair or deceptive conduct, Defendant  
23 misrepresented, concealed or failed to disclose to Plaintiff and Class members  
24 material facts about the tickets purchased that a reasonable person would have  
25 considered important in deciding whether to purchase or pay less for the tickets.

26 142. Plaintiff and class members suffered injury in fact and/or actual  
27 damages as a direct result of Defendants' misleading marketing campaign and/or  
28 concealment of material facts in violation of the CLRA.

1           143. To this day, Defendants continue to violate the CLRA by making  
2 misrepresentations and concealing material facts relating to the tickets and both the  
3 primary ticket exchange and secondary ticket exchange.

4           144. As a result of the foregoing, Plaintiff and class members have had  
5 their legal rights infringed upon and have suffered irreparable harm, entitling them  
6 to injunctive relief.

7           145. Plaintiff seeks injunctive relief only for this violation of the CLRA,  
8 but reserves its right to amend this complaint to include allegations for the recovery  
9 of damages under the CLRA.

10           146. Plaintiff has made a demand in satisfaction of California Civil Code  
11 Section 1750, *et seq.* and may amend this Complaint to assert claims under the  
12 CLRA once the required notice period has elapsed.

13           147. In compliance with Cal. Civ. Code 1782(d), Plaintiff has executed the  
14 affidavit of venue attached hereto and filed concurrently herewith.

15                           **TENTH CAUSE OF ACTION**

16                           **Violation of Common Law of Unjust Enrichment**

17           148. Plaintiff realleges and incorporates by reference all paragraphs  
18 alleged herein.

19           149. Plaintiff asserts this claim on behalf of herself and the nationwide  
20 Class.

21           150. Application of California law is appropriate given Defendants'  
22 headquarters are in California and key decisions regarding the TradeDesk platform  
23 and related business practices described herein were presumably developed at their  
24 in-state headquarters, such that the wrongful conduct described herein emanated  
25 from California.

26           151. As alleged herein, fewer tickets are available on the primary ticket  
27 market because of Defendants' conduct, including, but not limited to: (1) allowing  
28 scalpers to purchase tickets in bulk and/or in violation of Ticketmaster policies

1 from Ticketmaster's primary market; (2) facilitating the scalpers' schemes by  
2 creating systems like TradeDesk and Event Inventory; and (3) encouraging scalpers  
3 to do so with professional resale rewards programs.

4 152. Tickets are typically sold on the secondary market at a significant  
5 price increase over the price on the primary ticket market. Consumers purchasing  
6 on the secondary ticket marketplace pay the face value of the ticket, plus all  
7 Ticketmaster's original fees, plus the professional resellers profit margin, plus all  
8 the additional fees charged by Defendants on Ticketmaster's secondary ticket  
9 marketplace.

10 153. Defendants have benefitted and been enriched by their wrongful  
11 conduct. To the detriment of plaintiff and Class members, Defendants have and  
12 continue to be unjustly enriched as a result of the wrongful conduct alleged herein.  
13 Between the parties, it would be unjust for Defendants to retain the benefits  
14 attained by its wrongful actions.

15 154. Defendants have generated substantial revenue from the inequitable  
16 conduct described herein. Defendants have knowledge and appreciation of this  
17 benefit, which was conferred upon it by and at the expense of Plaintiff and the  
18 other Class members. Defendants have voluntarily accepted and retained this  
19 benefit.

20 155. Defendants should return to Plaintiff and Class members these ill-  
21 gotten gains resulting from their wrongful conduct alleged herein.

22  
23 **PRAYER FOR RELIEF**

24 WHEREFORE, plaintiff, individually and on behalf of all others similarly  
25 situated, respectfully requests that this Court enter a judgment against defendant  
26 and in favor of plaintiff and Class members, and grant the following relief:

27  
28 a. Determine that this action may be maintained as a class action with

1 respect to the Class identified herein and certify it as such under Rules  
2 23(b)(2) and/or 23(b)(3), or alternatively certify all issues and claims that  
3 are appropriately certified, and designate and appoint Plaintiff as Class  
4 representative and her counsel as Class counsel;

- 5 b. Declare, adjudge, and decree the conduct of Defendants as alleged herein  
6 to be in violation of Cal. Bus. & Prof. Code § 17200 and the common law  
7 of unjust enrichment;
- 8 c. Enjoin Defendants from continuing their unlawful conduct;
- 9 d. Award Plaintiff and the Class restitution of all monies paid to Defendants  
10 as a result of their unlawful conduct;
- 11 e. Award plaintiff and the Class reasonable attorneys' fees and costs; and
- 12 f. Award Plaintiff and the Class such other further and different relief as the  
13 nature of the case may require or as may be determined to be just,  
14 equitable, and proper by this Court.

15  
16 **JURY TRIAL DEMAND**

17 Plaintiff, by counsel, requests a trial by jury for all claims so triable.  
18

19  
20 Date: October 19, 2018

AHDOOT & WOLFSON, PC

21 s/ Alex R. Straus

22 Alex R. Straus

23 astraus@ahdootwolfson.com

Tina Wolfson

24 twolfson@ahdootwolfson.com

10728 Lindbrook Drive

25 Los Angeles, CA 90024

26 Tel: (310) 474-9111; Fax: (310) 474-8585  
27  
28